

Request for Proposal

Salt Lake City Motor Pool

330 East 200 South

Salt Lake City, UT

GSA Motor Pool - Salt Lake City



U.S. General Services Administration
Public Buildings Service
Rocky Mountain Region

September 4, 2015

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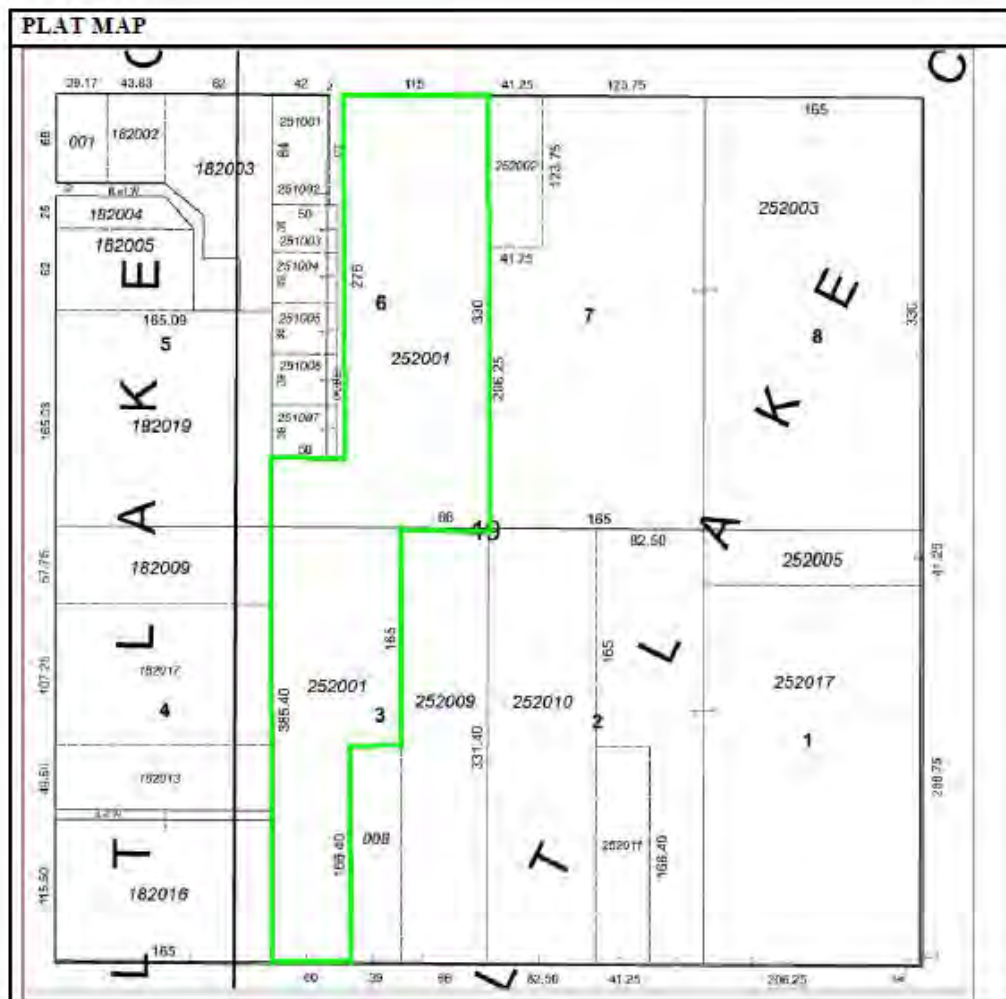
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I. INTRODUCTION

The U.S. General Services Administration (GSA) Rocky Mountain Region is pleased to issue this Request for Proposals (RFP) for the purposes of conveying one (1) parcel that comprises the “Motor Pool Building” in the downtown district of Salt Lake City, UT. The site includes one parcel, improved with one building (330 East 200 South). The building on the site is currently vacant and has been unoccupied since December 2012. The site is located in Downtown Salt Lake City, which in recent years has seen a large increase in the building of condominiums, apartments, and retail locations. The Motor Pool Building, referred to in this document as the “Exchange Parcel”, is being offered in exchange for construction services to be performed at the federally owned James V. Hansen Federal Building in Ogden, UT, 38 miles north of Salt Lake City. GSA acquired the Exchange Parcel in 1967 and used the building to provide auto mechanic and garage space to tenant agencies. The Government has determined that retaining the property does not meet the needs of GSA or its tenant agencies.



GSA now seeks proposals from qualified development teams to provide construction services as consideration for the Exchange Parcel. Subject to further evaluation and considerations, GSA intends to proceed with formal negotiations to convey the Exchange Parcel for redevelopment in exchange for construction services.

II. OPPORTUNITY

The property that GSA will convey to the successful responder upon completion of the agreed upon construction services is 330 East 200 South, Salt Lake City, UT.

As consideration for the Exchange Parcel, GSA is seeking construction services to modernize building electrical distribution systems, update public corridors and elevator lobbies (including abatement of asbestos containing floor and ceiling tile), repair exterior concrete, repair an asphalt parking lot, and alter restrooms to comply with ABAAS at the James V. Hansen Federal Building in Ogden, UT.

A scope package for the construction services will be submitted to match in value the estimated value of the Exchange Parcel, with a cash equalization payment from the successful offeror to the Federal Government used to address any value discrepancy if the value of the construction services is less than the value of the Exchange Parcel.

Through this RFP, GSA seeks to enter into an exchange agreement that will:

- Expedite the removal of an underutilized asset from the federal portfolio
- Secure funding for building modernization and improvement projects at the James V. Hansen Federal Building
- Achieve best value to the government and taxpayers through the most beneficial technical and financial solution
- Contribute to the economic development and further revitalization of the Salt Lake City, UT and Ogden, UT downtown districts

Below is a preliminary RFP Schedule. GSA will provide updates on FedBizOpps (www.fbo.gov).

Preliminary RFP Schedule

Milestones	Target Date
Issue RFP	9/15/2015
Host RFP Pre-Bidder's Conference	10/8/2015
<i>Deadline for RFP Responses</i>	11/19/2015
Begin Negotiations with Selected Offeror(s)	12/17/2015
Execute Exchange Agreement	2/18/2016
Notice to Proceed on Services Package	4/15/2016
Conveyance of the Motor Pool to Offeror	At agreed upon date after completion of construction services

Details regarding the date and location for the RFP Pre-Bidder's Conference on will be posted on the FedBizOpps website (<https://www.fbo.gov/>).

III. EXCHANGE PROCESS

GSA has identified a menu of construction services being sought as consideration for the Exchange Parcel. Two construction services are mandatory to be performed in consideration for the Exchange Parcel. Additional services are available to the offerors to enhance and distinguish their proposals. All

projects will be performed at the James V. Hansen Federal Building in Ogden, UT and completed via design-build delivery. A detailed scope of work is included as an attachment to this RFP.

Mandatory Projects

- **Building Electrical Distribution Improvements:** GSA seeks the modernization of the electrical distribution systems, focusing primarily on new transformers, secondary electrical distribution, and the building's emergency generator.
- **Update Public Corridors and Elevator Lobbies:** GSA seeks the updating of the public corridors and elevator lobbies. This includes the abatement of asbestos containing ceiling tile and installation of new ceiling and new finishes.

Enhancement Projects (Optional)

- **Abate Floor Tile in Public Corridors and Elevator Lobbies:** GSA seeks the abatement of 9" x 9" asbestos containing floor tile and installation of new high traffic carpet squares.
- **Repair Exterior Concrete, Repair Asphalt Parking Lot, and Upgrade Exterior Signage:** GSA seeks construction services to repair horizontal concrete flatwork and vertical concrete, resurface asphalt parking lots, and update exterior building signage.
- **Public Restrooms Alterations:** GSA seeks construction services to alter existing public restroom layout to make them compliant with ABAAS requirements.

A cash equalization component may also be introduced to generate competitive bidding for the asset. The above-mentioned service projects, including their required scopes, are identified in the Scope of Work for Requested Construction Services, Section E of the Appendix.

Upon successful completion of the agreed upon services pursuant to GSA-specified conditions, the Government will transfer title of the Exchange Parcel. Each construction project or service must be completed in its entirety and not simply phases of the overall scope, unless otherwise noted.

GSA and the Exchange Partner (EP) will enter into negotiations to execute an Exchange Agreement, including conveyance documents substantially in execution-ready form, within 60 days of the EP Selection, in accordance with this RFP and the EP's proposal. Negotiations may be extended for a reasonable period by mutual written agreement between the parties. GSA reserves the right to refuse a request for extension by the EP. However, if GSA grants an extension, GSA may require the EP to comply with additional terms and conditions. If the parties fail to execute the Exchange Agreement within that 60-day period (or agreed upon extension) for any reason, or if either party chooses to discontinue negotiations for any reason, GSA reserves the right to then initiate negotiations with another Offeror on the short list or terminate the selection process. If the parties fail to execute the Exchange Agreement within that 60 day period (or agreed upon extension) for any reason, the EP hereby waives any and all causes of action of any kind in law or in equity against GSA arising out of or relating to the negotiations.

During the execution period, the specific terms and legal conditions associated with the exchange will be documented in a formal Exchange Agreement. All administrative actions required to complete the Exchange Agreement will be completed, as well as other appropriate documentation required. The Exchange Agreement will incorporate the following terms, at a minimum:

- Identification of roles and responsibilities for each party;
- Specification of performance criteria such as design quality, performance standards and penalties, and requirements for obtaining project financing commitments;
- Inclusion of such terms necessary to execute the exchange, including historic preservation requirements regarding the Hansen building services performed;
- A construction schedule for completion of the Exchange Consideration;
- A contract for the agreed upon Exchange Consideration provided by the EP; and

- Established Exchange Agreement term based on the EP's proposal, commencing at execution of the Exchange Agreement; provided, however, GSA will convey the Site based on the EP's successful completion of the Exchange Consideration;

NOTE: The execution of the Exchange Agreement is not acceptance of Exchange Consideration.

Acceptance of the Exchange Consideration requires GSA to determine that the project(s):


- Are complete and usable, fully functional and ready for occupancy;
- Satisfy all operational requirements; and
- Meet all applicable Federal, State and local requirements relating to health, safety, fire and the environment.

Construction Monitoring Letter Agreement. Concurrently and inclusive with the Exchange Agreement, the EP shall enter into a Construction Monitoring Letter Agreement (CMLA) with GSA (see draft at Appendix 5).

Construction Financing Committed. Prior to final execution of the Exchange Agreement, GSA will require that the EP have construction financing and bonding commitment(s) in place.

Completion of Exchange Consideration. Upon successful completion of the Exchange Consideration pursuant to GSA-specified conditions, GSA will transfer Quitclaims Deeds to the identified GSA property, as appropriate for the final transaction structure. The final terms of the transaction will be contained in the Exchange Agreement, including draft conveyance documents, to be executed by GSA and EP.

IV. THE EXCHANGE PARCEL

Parcel		
	Location	330 East 200 South
	County Assesor Parcel No.	16-06-252-001
	Building Type	Metal Garage
	Parking Spaces	139
	Land Size (Acres Approx)	1.54
	Land Size (SF Approx)	66,969
	Building GSF	6,592
	Year Constructed	1967
	Historic Status	Not Historic

A. Supporting Documents

Upon request, responders can pick-up or have mailed to them the following site-related information:

- Survey: Attached as an exhibit
- Drawings: Complete, current drawings do not exist of the site or improvements. GSA can provide drawings that best represent the building in its known condition.
- Environmental Studies – Several studies and surveys have been completed to determine the presence of environmental contaminants / hazardous materials in the existing structures.

Access to the Exchange Parcel will be permitted, upon request, from September 22, 2015, to November 12, 2015. Tours will generally be held from Tuesday through Thursday, from 10AM to 3PM. Parties interested in a tour must contact GSA at least three (3) business days in advance. All interested parties must complete Exhibit E – Motor Pool Site Tour Request Form, and submit it to GSA, with an identified primary Point of Contact who will be attending the tour. Tours of the Hansen building where services will be provided will only be available at specific times designated by GSA. An initial tour of the Hansen building will be given October 8th, 2015, with a single makeup date possible as needed and scheduled by GSA in the future. All individuals participating in the tour must be listed on the request form.

B. Regulatory Framework

Zoning

Located 3 city blocks from the heart of downtown Salt Lake City, the Exchange Parcel is situated within a section of the city that is readily accessible to an excellent public transportation system. The property is zoned R-MU, Residential Mixed Use Downtown Mixed Use. This zoning district reinforces the mixed use character of the area and encourages the development of areas as high density residential urban neighborhoods containing retail, service commercial, and small scale

office uses. The Salt Lake City Planning Commission and County Council should be referenced for full zoning regulations.

NEPA

GSA must comply with the National Environmental Policy Act (NEPA) for the proposed property exchange (proposed action). In accordance with NEPA (42 U.S.C. 4321 et seq.), the PBS NEPA Desk Guide (October 1999), and under the guidance of the GSA Office of General Counsel, GSA will likely be required to complete a Checklist Categorical Exclusion (CATEX).

NEPA processes will occur early in the RFP implementation process and conclude prior to the execution of the exchange agreement.

General Provisions

GSA will continue to exercise custody of the Exchange Parcel until the time of conveyance. The final terms of the transaction will be contained in the Exchange Agreement, including conveyance documents substantially in execution-ready form, to be executed by GSA and the EP.

GSA intends to convey the Site in "AS IS, WHERE IS" condition without representation or warranty, expressed or implied. The EP's successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the Property. GSA makes no other agreement or promise to alter, improve, adapt or repair the Property. EP shall rely solely on its own due diligence and examination of the Property. EP acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for the purpose intended by the EP. The final terms of the transaction will be contained in the Exchange Agreement and conveyance documents to be executed by GSA and EP.

GSA will maintain utility services to the buildings until the time of conveyance to the EP or as may be identified in the Exchange Agreement. Upon conveyance to the EP, all utility services will be terminated. Upon conveyance, all services and utilities will be at the sole expense of the EP. The Government makes no warranties with regard to utilities including but not limited to the capacity thereof.

Prior to conveyance GSA will provide CERCLA warranties as part of the Quitclaim Deed for the Site.

GSA may allow access to perform certain limited pre-development activities to commence upon execution of the Exchange Agreement. The final terms of the transaction will be contained in the Exchange Agreement to be executed by GSA and EP.

V. RFP SUBMISSION REQUIREMENTS

All interested parties should submit proposals as instructed below, with appropriate supporting information clearly marked "Response to RFP – Salt Lake City Motor Pool Exchange", by 5:00 pm Mountain Standard Time on November 19, 2015. Responses received after 5:00 PM will not be considered.

Please submit responses to:

Beverly Carey
Contracting officer
GSA, Public Buildings Service, Rocky Mountain Region
One Denver Federal Center, Building 41
Denver CO 80225

- All inquiries regarding the RFP and the RFP Information Session can be submitted via email to: slcmotorpool@gsa.gov. Responses to inquiries shall be posted on the Project website: TBD
- RFP Updates and Information Session Event will be posted on the Project website: TBD

Pre-proposal Information and Property Walkthroughs

A pre-proposal meeting for the building improvement project at the James V. Hansen Federal Building (need proposed date and standard language). Walk-throughs for the Exchange Parcel will be conducted by appointment only as described in Section V. To request a tour, all interested parties must submit a tour request form (Appendix E) to GSA at least three (3) business days in advance.

Response Format:

Offerors shall submit one original and five (5) copies (for a total of six (6) total copies) as well as a CD containing the response in an electronic format. The proposal shall be prepared in such format and detail as to enable the Government to make a thorough evaluation thereof and arrive at a sound determination as to whether or not the offer can meet the Government's requirements as set forth herein.

The proposal should be separated and organized into the following sections, be submitted in 8-1/2" X 11" spiral bound format and should be organized to correspond with the evaluation criteria listed herein. The proposal package should not exceed 25 Pages.

- Construction - Technical Proposal
- Price Proposal

Construction Technical Proposal Submission Requirements (Exchange Construction Services):

Proposal Contents

Proposals shall consist of the following documents, completed and executed in accordance with this Solicitation:

- Services Package Proposal
- Technical Proposal
- Price Proposal

Proposal Format

Utilizing the format prescribed below, Offerors are to provide the requested information in a brief and succinct manner making every effort to present information clearly and concisely. Lengthy narratives containing extraneous information are discouraged. All information shall be submitted in English. Proposals that do not follow these Instructions, or otherwise include documentation that is difficult to read may be disqualified.

Proposals shall be submitted in the following format. Pages shall be 8-1/2x11 inch white paper, with lettered/numbered dividers for each section corresponding with the evaluation factors. Proposal text shall be in a standard font a minimum of ten (10) points or a maximum of twelve (12) points in height, single-spaced. The entire Proposal must be submitted on white paper. Proposals are limited to 25 pages. Proposal submissions must include one (1) original and four (4) copies bound by clips other simple connection. Binders are not required. The external cover of each Proposal (original and copies) shall clearly identify the Offeror's name and clearly be labeled "Proposal Motor Pool Exchange Agreement Solicitation, RFP – Salt Lake City Motor Pool Exchange" The information provided in the Proposal shall be easily reproducible by normal black and white photocopying machines.

All signatures on all documents, originals and copies, must be original signatures in ink and in a color other than black.

All Exchange Agreement proposal development costs shall be borne by the Offerors without reimbursement from GSA.

Services Package Proposal:

Services Package Proposals shall identify the services offered, a detailed schedule of the delivery of offered services, and any additional value for the government through additional lump sum cash equalization.

- Services – Identify which services are being offered in exchange for the Exchange Parcel
- Schedule – A detailed, realistic schedule of the delivery of offered services
- Cash - Offerors may also propose a lump sum cash amount due at the time of the transfer, however, an offer consisting of cash only will not be entertained.

Qualifications, Exclusions and Conditions

If the Offeror includes any qualifications, exclusions, or conditions that are not otherwise provided for in the Contract Documents, the Contracting Officer may reject the proposal and exclude the Offeror from further consideration discussions.

Technical Proposal:

The Technical Proposal shall include the information requested below for the non-price factors described in Section VI, Evaluation Criteria and Selection Process.

Past Performance of the Offeror and Its Construction Team

This factor considers the past performance of the Offeror and proposed subcontractors for key trades. The Offeror shall submit references (a person or persons who may be contacted regarding the quality of the Offeror's and/or its construction subcontractor's past performance) for comparable projects substantially completed within the last five years. References must be submitted for the projects presented in relation to the "Experience of Offeror and its construction subcontractors on Comparable Projects" factor. The Offeror and its construction subcontractors must provide the name, title, company name, current address, current phone number, and current fax number for each reference. The Past Performance/Experience Questionnaire, Attachment titled "Experience Checklist", may be used to annotate contact and responses to verify information provided in relation to the Offeror and its construction subcontractors' past performance.

Experience of the Offeror and Its Construction Subcontractor

This factor considers the extent of the Offeror and its subcontractor's past experience in providing construction services similar to those required for this project. The Offeror and its construction subcontractors must demonstrate successful experience as a Design Build (DB) Contractor responsible for the construction of three similar projects substantially completed within the past eight years as defined below. A similar project is defined as a project that is comparable in nature, type, and complexity as defined by the all of the following characteristics:

- The project involved a modernization and/or renovations to an existing, 50,000 square foot or larger building that included work on electrical, ceiling replacement, carpet installations, parking lot and sidewalk replacement and repair, and/or restroom renovation.
- The construction work was performed while the space was occupied.
- The project involved work on a historic site and/or building.

For each project presented in relation to this factor, the Offeror must explain how the characteristics of the project relate to the characteristics of this project. The similarity to this project is more important than the quantity of projects presented. For each project presented the Offeror shall submit the following data/information:

- Project Title
- Owner and/or Occupants(s)/Tenant(s)
- Location
- Description including GSF and/or OSF
- Similarities to this project
- Contract Award Date
- Contract Type and Contractor's Responsibilities (Summary of Scope of Work)
- Date of Substantial Completion
- Date of Final Completion
- Contract Cost at Completion
- Actual Completion Time (Calendar Days)

This factor will be evaluated based upon the written response to the RFP by the Offeror's construction subcontractor and the past experience demonstrated by the presented projects. Attachment titled "Experience Checklist", will be used for each presented project just to record which listed characteristics apply to the respective project example.

Technical and Management Approach of the Construction Subcontractor

This factor is concerned with the Offeror's construction subcontractor's understanding of the project requirements and the management approach. The Offeror shall submit a written plan addressing the following:

- Offerors shall provide an organization chart for their team for this project showing organizational positions – only key personnel names are required. This chart shall show lines of authority within the project team, between the project team and its corporate organizations, and between the project team and the Government.
- Construction subcontractors shall provide a Design and Construction Quality Control Plan (QCP) tailored to this Project. The QCP shall contain Offeror's methodology for controlling quality during both design and construction. The Plan shall also demonstrate the Offeror's understanding of the

high level of quality expected due to the nature of the historically significant building and the means by which the Design-Build Contractor will attain the quality throughout both the design and construction portions of the Work.

- Construction subcontractors shall provide a Management Plan for the Project that explains how the various team members will work together and the methodology and processes for managing this entire Project. The Plan shall describe the process during design for solving the technical, functional, and constructability issues while maintaining the design intent and obtaining approvals. The Plan shall discuss the method of coordination with GSA. The Plan shall refer to the use of schedules. The Plan shall also discuss how the Offeror will ensure that Government and other necessary permits and approvals are received for this Project in a timely manner so that the completion date of the construction is not delayed.
- Construction subcontractors shall provide a project schedule narrative and a project schedule in CPM network format. The proposed schedule will run from the contract award date through the required date for substantial completion of construction and all punch list items. The network logic shall be linked, and the logic shall show the general management approach to designing and constructing the Project.

Specialized Experience and Technical Competence

Demonstrate that the proposed team has the relevant key individual professional qualifications including professional registrations and experience necessary for this project. Show that the team has the required leadership and experience to be responsive to the requirements of this contract, especially concerning the overall Design Project Manager.

Demonstrate experience and competence in designing large office building renovations that are similar to this project, particularly in the areas of electrical, ceiling replacement, carpet installations, parking lot and sidewalk replacement and repair, and/or restroom renovation.

Bonding Capacity for Construction Work in the Hansen Federal Building

Offerors are responsible for providing a bid guarantee in accordance with Federal Acquisition Regulation (FAR) Clause No. 52.228-1, "Bid Guarantee."

52.228-1 Bid Guarantee.

As prescribed in [28.101-2](#), insert a provision or clause substantially as follows:

Bid Guarantee (Sept 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds-

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be _____ percent of the bid price or \$_____, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

The successful Offeror will be required to submit performance and payment bonds in accordance with FAR Clause No. 52.228-15, "Performance and Payment Bonds – Construction."

52.228-15 Performance and Payment Bonds-Construction

As prescribed in [28.102-3\(a\)](#), insert a clause substantially as follows:

Performance and Payment Bonds-Construction (Oct 2010)

(a) *Definitions.* As used in this clause-

"Original contract price" means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds.* Unless the resulting contract price is \$150,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance bonds* ([Standard Form 25](#)). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds* ([Standard Form 25A](#)). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection.

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period

specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of the Treasury
Financial Management Service
Surety Bond Branch
3700 East West Highway, Room 6F01
Hyattsville, MD 20782.
Or via the internet at <http://www.fms.treas.gov/c570/>

(e) *Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)).* Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

Price Proposal Submission Requirements:

Offerors shall provide a total value of their price proposal being the sum of the contract prices for the services offered projects (Line Items 1 through 6), plus the Cash Equalization Payment (Line Item 7) on the Price Proposal Worksheet (Appendix D). Offerors are instructed that pursuant to the terms of the Exchange Agreement certain risks ordinarily borne by the Government (e.g. differing site conditions, design errors and omissions) shall be borne by the Exchange Partner. The Total Evaluated Price is the total of Line Items 1, 2, 3, 4, 5, & 6.

VI. EVALUATION CRITERIA AND SELECTION PROCESS

The exchange will be executed with the Offeror representing the best value to the Government based on the evaluation of the technical and price proposals. Offerors will be evaluated based on the government receiving best value for the Exchange Parcel.

The "best value trade-off process" (FAR 15.101-1) will be utilized in evaluation of offers and the selection of the successful Offeror to receive the exchange. The "best value trade-off process" is a method of evaluating price and factors other than cost or price. The Government will select the proposal that represent the best value based on the evaluation of both the technical factors and the total evaluated price, as specified in the RFP.

Based upon RFP responses, GSA, in its sole and absolute discretion, may choose to:

- Request more detailed information before final Offeror(s) selection;
- Require oral presentations by Offerors;
- Select a short list of Offerors and require additional information from the short-listed Responders;
- Enter into exclusive negotiations with one or more selected Offeror(s) without requesting more detailed information or selecting a short list of Offerors;
- Request more detailed information leading to final Offeror(s) selection; or

- Take no action on the responses received

If one or more Offeror(s) is chosen for commencement of negotiations, the selected Offeror(s) may be requested by GSA to proceed to negotiate a fee simple interest that requires redevelopment of the Property consistent with final terms agreed upon by GSA and Responder. If GSA and the selected Offeror are unable to agree on the final terms of a disposition agreement within a reasonable timeframe, GSA, in its absolute and sole discretion, may terminate negotiations and select a different Responder that responded to the RFP, re-issue the RFP, or take such other measures as it deems reasonable, appropriate, and/or necessary.

A. Evaluation of Offers

Services Package: Proposals will be evaluated based on the services offered, additional value for the Government through additional cash and technical proficiency may be considered as additional value when differentiating Services Packages.

- Services – Identify which services are being offered in exchange for the Exchange Parcel Schedule – Schedule will be evaluated according to the feasibility of successfully delivering the offered services within the proposed schedule.
- Cash - Offerors may also propose a lump sum cash amount due at the time of the transfer, however, an offer consisting of cash only will not be entertained.

Technical Factors: GSA will award a contract resulting from this Solicitation to the responsible Offeror whose offer conforming to the Solicitation will be most advantageous to the Government: The Government will evaluate only those Service Packages proposed by Offerors who are rated at least Satisfactory in the technical factors described below.

Past Performance

- Past performance will be evaluated as a predictor of the Offeror's compliance with contract requirements and overall quality of performance.
- Past performance will be evaluated on the basis of information received by the Contracting Officer concerning the Offeror's performance on other contracts, including information not submitted by the Offeror. If the Contracting Officer becomes aware of required past performance information omitted from the Offeror's proposal, the Contracting Officer may draw a negative inference from the omission of such information.
- This factor will be evaluated based upon the written responses to the RFP by the Offeror and by the evaluation of responses of references recommended by the Offeror. The Government also reserves the right to use other government data available in its assessment of the offeror. The quality of the offeror's past performance in carrying out the work of a comparable nature with reference to such aspects as quality of services rendered, control of exigencies (changes and claims), budget control, timeliness, business integrity and technical success are part of the consideration. The effectiveness of the offeror's management of the administrative aspects of performance, their willingness to cooperate with or assist with routine matters and unexpected difficulties will also be evaluated.

Experience

- Experience will be evaluated as an indicator of the Offeror's capacity to perform the Contract contemplated by this Solicitation.

- Experience will be evaluated on the basis of information submitted by the Offeror indicating completion of projects of similar size, complexity, and scope. If the Offeror materially misrepresents information relating to its experience, the Contracting Officer may reject the proposal.

Technical and Management Approach

- Technical and Management Approach will be evaluated as an indicator of the Offeror's understanding of the project requirements.
- Technical and Management Approach will be evaluated on the basis of the information submitted by the Offeror indicating understanding of the schedule, performance requirements as described in the Statement of Work, and the risks associated with this type of project.
- The Quality Control Plan must demonstrate a commitment to quality design and construction and procedures for mitigating problems due to design omissions and errors. The Offeror must also have a logical, fully coordinated and concise Management Plan and Schedule. If the Offeror materially misrepresents information relating to its experience, the Contracting Officer may reject the proposal.

Specialized Experience and Technical Competence

- Specialized experience and technical competence will be evaluated to ensure the Design Team has the proper technical experience to design a quality project. The Design Team must be comprised of accredited professionals, registered as required, and demonstrate their expertise in providing a complete design within the requirements of the PBS P100.
- If an Offeror chooses to rely upon the experience of individuals to demonstrate past experience, then resumes may be included but will not count against the 25-page proposal limit.

Price Proposal:

The price proposal will not be assigned a numerical weight, point score, or adjectival rating. GSA will use cost and/or price analysis to evaluate the price proposal to determine whether it is reasonable, as determined by comparison to the Government Cost Estimate (GCE) generated by GSA. The price proposals will only be considered after all technical evaluations have been completed.

The submitted price proposal will be inclusive of profit, overhead, general conditions, and any other overhead costs. The price proposal should be provided as a total aggregate price. Price analysis techniques and procedures will be followed according to FAR 15.404-1(b) (2). The Total Evaluated Price, being the sum of the total aggregate price of the scope construction projects as well as any additional funds for exchange.

Other General Information

Cancellation: While the Government intends to enter into an Exchange Agreement with an EP, it is under no obligation to do so, and reserves the right to cancel this RFP and reject all proposals. Further, the Government reserves the right to suspend or modify all aspects of this process and to waive informalities and minor irregularities in offers received where it is deemed by the Government in its sole discretion to be in the best interest of the Government. Notification to executive and congressional entities of the proposed real property exchange and approval of the Exchange Agreement rests with GSA, after favorable review by the Office of General Counsel. The Government reserves the right to cancel this RFP at any time, and/or to reject any

and all submissions prepared in response. The Government is not responsible for any costs incurred by an Offeror in order to participate in this exchange process.

Amendment of RFP by the Government: This RFP may be amended at any time by the Government, in its sole discretion. A Notice of Amendment shall be posted on the Project website and a written amendment shall be provided to each Offeror who has submitted a written proposal on or before the date of the RFP amendment. If this RFP is amended, then all terms and conditions that are not modified shall remain unchanged.

Notification to Offerors not selected: Within four (4) business days following the selection of the Exchange Partner, the Government will provide written notice to all other Offerors of non-selection. In the event that an acceptable Exchange Agreement cannot be reached with the selected Exchange Partner, the Government reserves the right to then initiate negotiations with another Offeror on the short list or terminate the selection process. This process may continue until a mutually acceptable agreement has been executed. By submitting a response to this RFP, Offerors consent to their proposals' continuing validity for a period of 60 Days after the submission date.

VII. STATEMENTS

1. This RFP, submissions from Offerors to this RFP, and any relationship between GSA and Offerors arising from or connected or related to this RFP, are subject to the specific limitations and representations expressed below, as well as the terms contained elsewhere in this RFP. By participating in the selection process, Offerors are deemed to accept and agree to this Statement of Limitations. By submitting a response to this RFP, the Offeror acknowledges and accepts GSA's rights as set forth in the RFP, including this Statement of Limitations and any Appendices. "RFP" means all the documents included herein, including any Appendices, Exhibits and drawings.
2. GSA reserves the right, in its sole discretion, without liability, to accept or reject any or all the RFP responses, and to develop and operate the Exchange Parcel, in whole or in part, outside this selection process. This RFP shall not be construed in any manner to create an obligation on the part of GSA to enter into any agreement, nor to implement any of the actions contemplated herein, nor to serve as the basis for any claim whatsoever for reimbursement of costs for efforts expended in preparing a response to the RFP or participating in the selection process.
3. GSA reserves the right in its sole discretion to hold discussions with, to obtain information from, to request presentations from, and to conduct negotiations with, any or all Offerors that GSA deems appropriate in its sole discretion. GSA reserves the right, as it deems its interests may require in its sole discretion, to accept or reject any or all submissions, to waive any informality, informalities or nonconformity in the submissions received, and to accept or reject any or all items in a submission.
4. Failure to respond to any of the items required by this RFP could result in an Offeror's RFP response being rejected. In any and all events, GSA shall not be liable for any costs associated with the preparation, clarification, or negotiation of responses to this RFP.
5. GSA makes no representations or warranties whatsoever with respect to this RFP or the site including, without limitation, representations and warranties as to the accuracy of any information or assumptions contained in this RFP or otherwise furnished to Offerors by GSA; the use or progress of the development of the site, or any portion thereof; site and environmental conditions on the site; or the suitability of the site or any portion thereof for any specific uses or development. Offerors shall make their own analysis and evaluation of all aspects of the site, including without limitation, the income potential, profit potential, expenses and costs of development of the site. Offerors shall not rely upon any statement or information given the

Offerors by GSA including, without limitation, any information contained in or supplied in connection with this RFP including information available at www.fbo.gov. Offerors should review this website prior to submitting a proposal to ensure they have reviewed all information for revisions, modifications and additions. Solely as a matter of convenience to Offerors, GSA is making available certain surveys, title reports, engineering, environmental and other information relating to the parcel and building identified in the RFP. GSA does not make and hereby disclaims any representation, warranty or other statement regarding the accuracy, sufficiency, or correctness of any such information, including illustrations provided in Exhibits, acreage and square footage, references and due diligence information provided and hereby advises all prospective Offerors to obtain, examine, and independently verify all such information to the extent that they deem necessary or desirable for their purposes. GSA does not accept, and hereby disclaims, any liability to any person or entity as a result of the information provided by GSA, whether or not such person or entity does or does not submit a response to this RFP.

6. GSA disclaims any liability for any damage to reputation or interference with ongoing negotiations or contracts, or any other liability whatsoever, based on the selection process pursuant to this RFP, GSA's investigation of the experience and qualifications of any Offeror, and GSA's discussions, dealings, or negotiations with one or more of the Offerors, or the termination of any such discussions or negotiations. By submitting responses to the RFP, each Offeror hereby irrevocably acknowledges, accepts and agrees to the disclaimers of liability set forth above.
7. In determining highly qualified, responsible Offerors, GSA will exercise its best professional and business judgment to ensure the integrity of the selection process. GSA reserves the right to exercise fully its discretion in interpreting and applying the selection criteria and in making its selection.
8. Compliance with GSA's requirements for the site should not be construed to mean compliance with requirements of other governmental authorities. Any project resulting from this selection process must be in compliance with all applicable Federal, state and local laws, statutes, ordinances, and regulations, including environmental and historic preservation requirements.
9. GSA makes no representations regarding the character or extent of soil or other subsurface conditions, utilities or hidden conditions that may be encountered during the course of construction. Each Offeror must make its own conclusions concerning subsurface and other hidden or latent conditions that may affect the methods or costs of construction and redevelopment. GSA makes no representation or warranty concerning the truth, accuracy or completeness of environmental information provided about the site.
10. The requirements and prohibitions of 18 U.S.C. § 201, "Bribery of public officials and witnesses" and 31 U.S.C. § 1352, "Limitations on use of appropriated funds to influence certain Federal contracting and financial transactions" are applicable to the selection process.
11. GSA reserves the right to retain all the materials and information, and the ideas, suggestions therein, submitted in response to this RFP. By submitting a response to this RFP, the Offeror acknowledges, accepts, and agrees that all such materials, information, ideas and suggestions retained shall become the property of GSA.
12. GSA reserves the right to: (a) modify, and/or suspend any and all aspects of this RFP; (b) request additional information; and (c) waive any defects as to form or content of this RFP or any responses submitted thereto.
13. No claims for broker's fees will be paid by GSA. Each Offeror shall indemnify, defend and hold GSA harmless from and against all claims, liabilities, and costs arising from any claim for brokerage commissions, finder's fees, or other remuneration based in whole, or in part, on the submission of a response to this RFP, any negotiations in connection with or related to this RFP, or the execution of a lease, agreement, or other contract arising out of or in connection with this RFP.

14. Offerors submitting business information pursuant to this selection process should consult 41 C.F.R. Part 105-60 and other implementing regulations concerning the release of such information to third parties pursuant to the Freedom of Information Act (FOIA). **All information submitted by Offerors that they consider confidential and not releasable to third parties outside of GSA, and its employees, agents, consultants and representatives must be clearly and conspicuously so marked.**
15. GSA may disclose submissions received in response to the RFP to non-governmental evaluators. Each non-governmental evaluator will sign and provide forms to GSA entitled "Conflict of Interest Acknowledgment and Nondisclosure Agreement" and "Receipt of Sensitive Information."

APPENDIX

A. General Legal, Regulatory Requirements, and Reference Documentation

All of the listed documents are available for download at the link indicated.

1. General Legal and Regulatory Requirements:
 - a. Section 412 of the Consolidated Appropriations Act of 2005 (General Provisions) (P.L. 108-477, 118 Stat. 2809, 3259 (Dec 8, 2004)), <http://www.gpo.gov/fdsys/pkg/PLAW-108publ447/pdf/PLAW-108publ447.pdf>
 - b. GSA Procedural Guidance for Section 412 Exchanges for In-Kind Consideration, [http://gsa.gov/portal/mediaId/198803/fileName/PBS_P_40651_Procedural_Guidance_for_Section_412_Exchanges_\(signed_6-18-14\).action](http://gsa.gov/portal/mediaId/198803/fileName/PBS_P_40651_Procedural_Guidance_for_Section_412_Exchanges_(signed_6-18-14).action)
 - c. Presidential Memorandum entitled Disposing of Unneeded Federal Real Estate, 75 Fed. Reg. 33987 (June 16, 2010), <http://www.gpo.gov/fdsys/pkg/FR-2010-06-16/pdf/2010-14616.pdf>
 - d. The National Environmental Policy Act of 1969, as amended, <http://www.epw.senate.gov/nepa69.pdf>
 - e. The National Historic Preservation Act of 1966, as amended, <http://www.achp.gov/docs/nhpa%202008-final.pdf>
 - f. The Secretary of the Interior's Standards for the Treatment of Historic Properties <http://www.nps.gov/tps/standards/rehabilitation/rehab/stand.htm>.

B. Reference and Due Diligence Documentation Related to the Exchange Parcel

1. Survey and Legal Descriptions
2. Title Reports
3. Environmental Reports and Documentation
4. Floor Plans
5. Conflict of Interest Acknowledgement and nondisclosure Agreement and Receipt of Sensitive information
6. Scope of Work For Requested Construction Services
 - i. Attachment 2A.1 - Secondary Distribution System Study Addendum #1 - Redacted
 - ii. Attachment 2A – Secondary Distribution System Study Final – Redacted (1)
 - iii. Attachment 3A – GSA Contract with RMP –Redacted (1)
 - iv. Attachment 3B – GSA ROW Document (1)
 - v. Attachment 4A – Hansen Building Preservation Plan (1)
 - vi. Attachment 4B – Hansen Building Asbestos Report (1)
 - vii. Attachment 4C – Asbestos Management
 - viii. Attachment 4D – GSA Utah Asbestos Legal Requirements
 - ix. Attachment 4E – GSA Carpet Specification guideline
 - x. Attachment 5E – Hansen Switchgear As-builts (1)
7. Wage Determination Ogden
8. Salt Lake City Tour Request Form
9. Quitclaim Deed
10. Current Zoning Code: [Salt Lake City Zoning Ordinance](#)
11. Experience Checklist

Please note that documents and studies related to the Motor Pool exchange parcel and the Hansen Federal Building will be provided in electronic format. Direct links to documents located on the fedbizopps.gov website can be linked from www.gsa.gov/slcmotorpool.

C. Price Worksheet (Sample sheet show here contract Pricing must be included in Construction Agreement)

Mandatory Projects

- | | |
|--|----------|
| 1. Building Electrical Distribution Improvements | \$ _____ |
| 2. Update Public Corridors and Elevator Lobbies | \$ _____ |

Optional Projects

- | | |
|--|----------|
| 3. Abate Floor Tile in Public Corridors and Elevator Lobbies | \$ _____ |
| 4. Repair Exterior Concrete, Repair Asphalt Parking Lot,
and Upgrade Exterior Signage | \$ _____ |
| 5. Public Restrooms Alterations | \$ _____ |

- | | |
|------------------------------|----------|
| 6. Cash Equalization Payment | \$ _____ |
|------------------------------|----------|

- | | |
|---------------------------------|-----------------|
| 7. Total Evaluated Price | \$ _____ |
|---------------------------------|-----------------|

D. DRAFT Exchange Agreement

Please note that documents and studies related to the Motor Pool exchange parcel and the Hansen Federal Building will be provided in electronic format. Direct links to documents located on the fedbizopps.gov website can be linked from www.gsa.gov/slcmotorpool.